

## KNO2 TERMS OF SERVICE

Thank you for using Kno2 to create vital links in healthcare and within your community. By accepting this Terms of Service ("TOS") agreement or otherwise using Kno2 or other components of the System (as defined below), you agree to these terms and conditions. If you are entering into this TOS as an individual, the terms "you", "your" or "End User" refer to you. If you are entering into this TOS on behalf of an organization or other legal entity, you represent that you have the authority to bind such organization or entity to this TOS, and the terms "you", "your" or "End User" will refer to such organization or entity. This TOS is a legal agreement between you and Kno2 LLC ("Company", "we," or "us") and, among other things, outlines our relationship, the permitted use of Kno2 (the "System"), including in your role as the health care provider. Your acceptance of this TOS is required prior to your use of the System.

The System is a service for healthcare organizations, and you will be using it to communicate PHI. As a result, you will need to complete an Identity Proofing process using NIST level 3 criteria. Identity Proofing must be completed by your organization periodically and in the event your user account is disabled.

We may change or modify portions of this TOS upon notice to you. If we do so, we will notify you of any changes via the System. Any changes will be effective fourteen (14) days after they are posted, except that changes addressing new functionality or made for legal reasons are effective immediately. By continuing to use the System after any changes, you are accepting such changes.

### Disclaimers by the Company

The Company makes no representation or warranty regarding the availability through the System or of any particular participant in the System. At any time, participants in the System may be added to or deleted from the System, and such changes may occur without prior notice to End User. Because it is possible that there may be errors in information transmitted through the System, it is the responsibility of any treating physician or other health care provider or facility (not the responsibility of the Company) to verify all transmitted information through other means with each patient and/or the patient's representatives before such information is relied upon or utilized in diagnosing or treating the patient. The Company is not a health plan, health care provider or prescriber. The Company does not and cannot independently verify or review the information transmitted through the System for accuracy or completeness. Pursuant to the foregoing, End User acknowledges that, the information provided hereunder is not complete or accurate, and that neither the Company nor any participant provides any representations or warranties with respect to the accuracy or completeness of the transmitted information, and releases and holds harmless person or entity providing information through the System from any liability, cause of action, or claim related to the completeness or lack thereof of the information. In addition, End User confirms the accuracy of the transmitted information with his/her/its patient prior to providing any medical services based thereon, and End User shall use his/her/its professional judgment in the provision of care. The System is not intended to serve as a replacement for appropriate written documentation. Use of the System is not a substitute for a health care provider's standard practice or professional judgment. Any decision with regard to the appropriateness of treatment, or the validity or reliability of information, is the sole responsibility of a patient's health care provider.

### License Grants

After accepting the TOS and completing the Identity Proofing process, you are granted a limited license to use the applicable components of the System based upon your authorized subscription level and tier. To the extent any software is distributed or provided to you for use on your premises or devices, such software will be deemed part of the "System" hereunder. Your use of the System is non-exclusive and does not permit you or any third party to modify the source code of the System or allow a third party to modify the source code of the System. The Company and its third-party partners may audit your use of the System for compliance with these terms at any time, upon reasonable notice. In the event that an audit reveals any use of the System by you other than in full compliance with the terms of this TOS, you shall reimburse the Company for all reasonable expenses related to such audit in addition to any other liabilities you may incur as a result of such non-compliance.

In order to improve the customer experience for our end users, the Company may collect information about your organization during the registration process and about your usage of the System (for example, the device or other information related to the licensing and use of the System). The Company will maintain such information as confidential, and will not use or disclose it, other than in connection with your use of the System and/or to improve customer experience as referenced above.

Unless you are obtaining a license to the System through a Company Partner (as described below), your use of the System is based upon the prepaid subscription you have chosen. You will be billed at your chosen period in advance, using the payment method you choose. If for some reason you do not renew or we are unable to collect payment from your payment method, your use of and access to the System may be suspended or terminated, in our sole discretion.

If you have been provided your license through an authorized reseller, sponsor or other partner of the Company (collectively, "Company Partner"), you are granted a limited license to use the System based upon the subscription level, and applicable integration experience and feature set the Company Partner has chosen for you or that you have agreed upon with the Company Partner, and you will be billed directly by the Company Partner in advance, using the payment method agreed to by the Company and the Company Partner. If the Company Partner does not renew your subscription or the Company is unable to collect payment of the applicable license fee from the Company Partner, your use of and access to the System may be suspended or terminated, in our sole discretion, unless you and the Company separately agree on the terms for the continuation of your access to the System. For so long as your license to the System is obtained through a Company Partner, your right to use the System will be pursuant to the terms and conditions for such license between you and the Company Partner, which may supersede this TOS during that period of time, provided that usage of System, restrictions, disclaimers and limitations of liability below will continue to apply.

#### Restrictions

You may not directly or indirectly rent, lease, or sublicense the System or directly or indirectly, alter, merge, modify, adapt or translate the System, or decompile, reverse engineer, disassemble, or otherwise reduce the System to a human-perceivable form or attempt to discover the source code or structure, sequence and organization of the System, and last but not least, you shall not use the System to create derivative works or to develop any product having the same primary function as the System.

You may not use the System: (i) to infringe the intellectual property rights or proprietary rights, or rights of publicity or privacy, of any third party; or (ii) in violation of any applicable law, statute, ordinance or regulation, including without limitation HIPAA. You may use the System only for the transmission of bona fide non-commercial and clinical information. You may not use the System to solicit business or to influence or attempt to influence for commercial purposes (through economic incentives or otherwise) any diagnostic or treatment-related decision of a health care provider by way of the System including, but not limited to, by means of advertising, instant messaging, and pop-up ads, but you may use the System as permitted above. The Company and its licensors will have sole discretion to determine the bona fide non-commercial and clinical nature of all messages.

Licenses to use the System are granted on a per location (physical address) basis and you agree not to share your license, subscription or other access to the System with other locations.

#### Ownership of the Company and Company Trademarks

The Company and our licensors retain all right, title and interest, including without limitation all ownership rights and intellectual property rights in and to the System. All rights not specifically granted in this TOS, including without limitation any and all registered and unregistered copyrights and trademarks, are reserved by the Company and/or its licensors. The System is protected by the copyright laws of the United States and international copyright treaties.

#### Data

PHI, as defined in the U.S. Health Insurance Portability and Accountability Act of 1996, you exchange using the System belongs solely and exclusively to you and is used for identification and creation of structured documents for interoperability and will not be altered by the Company or disclosed to unauthorized third parties. After the termination of your subscription, the PHI will be deleted and destroyed according to normal operating procedures and will not be retained in any form by the Company. Notwithstanding the foregoing, you agree that the Company may de-identify any PHI and use such de-identified information for any lawful purpose.

End users must have in place and maintain all appropriate administrative, technical, and physical safeguards to protect the privacy of Private Information (as defined below) and against the destruction, loss, or alteration of the data transmitted through the System that are no less rigorous than those maintained by End User for its own information of a similar nature, but no less than reasonable safeguards. These safeguards should also protect the Private Information from any intentional or unintentional use or disclosure that is in violation of any applicable laws, and limit incidental uses or disclosures made pursuant to otherwise permitted or required disclosures. "Private Information" means: (i) PHI, (ii) Nonpublic Personal Financial Information and, as applicable, Nonpublic Personal Health Information, as defined by the Gramm-Leach-Bliley Act; or (iii) any data or information that: (1) relates to an individual, and (2) identifies or can reasonably be believed to form the basis for identifying an individual (such as, but not limited to, an individual's name, postal address, e-mail address, telephone number, date of birth, Social Security number, driver's license number, financial account number, or any other unique identifier). End User agrees to provide the Company notice, without unreasonable delay, but no later than ten (10) business days after determining that a Breach (as defined below) of data transmitted under this TOS has occurred. The notification shall include, to the extent possible, sufficient information for the other Party to understand the nature of the Breach. End User shall supplement the information contained in the notification as it becomes available and shall cooperate with the

Company and its applicable licensors and providers as necessary to resolve the Breach. "Breach" has the same meaning as defined in 45 C.F.R. § 164.402 and, therefore, is limited to a breach of "Unsecured PHI." Unsecured PHI is protected health information that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through use of technology or methodology specified by the Secretary of the U.S. Department of Health and Human Service. At all times, End User will remain in compliance with Workforce Security provision of 45 CFR Part 164.308(a)(3)(ii)(B).

The Company may make it possible for you to configure the System to connect to other services, connections, networks or remote systems outside the control of the Company ("Outside Services"). If you choose to connect to an Outside Service outside the control of Company, you accept all liability arising from the use of the connection, including but not limited to, the security and configuration of the connection and remote system, the use of data obtained from the Outside Service, and accuracy of data transmitted to or from the Outside Service. You further agree that you will not use the System to connect to an Outside Service in a way that may violate the policies or rights of any organization or individual or cause harm to the Company, the System, partners, or other users of the System.

Additionally, when you accept this TOS you are representing that you have obtained and will obtain any and all necessary patient consents and authorizations required by applicable law to transmit, handle and access patient data, from third-party providers or otherwise. You are also agreeing to reasonably safeguard the Company and its third-party licensors/providers' confidential information from any intentional or unintentional use or disclosure, and you will keep such information confidential and use such information only in accordance with the purposes contemplated by this TOS. You further agree to allow the Company and/or its third-party licensors/providers to access, inspect, and audit records related to the use of the System and the data and networks of such third-party licensors/providers.

The System may contain third-party software that requires notices and/or additional terms and conditions which are incorporated by reference into this TOS and you are accepting the additional terms and conditions of these third parties. Such third-party software notices and/or additional terms and conditions will be provided by the Company upon request.

The Company collects and analyzes data relating to the use and performance of the System and all of the supporting systems ("System Data") and uses System Data during and after the term of your subscription. System Data is used to improve and enhance the systems and for other development, diagnostic and corrective purposes in connection with the systems. The Company may also disclose System Data in aggregate and anonymized format. System Data will never include PHI.

#### Limited Warranty

If you are obtaining access to the System directly from the Company (and not a Company Partner), then the Company warrants that, when used with a recommended hardware configuration, the System will perform in substantial conformance with the documentation supplied with the System. Your exclusive remedy under the preceding limited warranty is to report the noncompliance to the Company, upon which the Company will use reasonable commercial efforts to correct the non-conformance so that the System substantially conforms to the foregoing warranty, or, if Company is not able to correct the non-conformance within thirty (30) days after receipt of your report, terminate your subscription and refund to you a pro rata portion of your subscription fee for the unearned portion of your subscription to the System. Any misuse, accident, abuse, modification or misapplication of the System will void the warranty above. THIS REMEDY IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU FOR BREACH OF EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SYSTEM. IF YOU ARE OBTAINING ACCESS TO THE SYSTEM FROM OR THROUGH A COMPANY PARTNER, YOU MUST REPORT AND PROVIDE ANY WARRANTY CLAIMS DIRECTLY TO SUCH COMPANY PARTNER, AND YOU WAIVE ANY RIGHT TO MAKE ANY WARRANTY CLAIM DIRECTLY AGAINST THE COMPANY. EXCEPT AS EXPRESSLY STATED HEREIN, THE SYSTEM IS PROVIDED "AS IS", AT YOUR OWN RISK, WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. IN ADDITION, YOU ACKNOWLEDGE THAT THE INTEROPERABILITY OF THE SYSTEM WITH THIRD-PARTY SYSTEM OR DEVICES MAY BE DEPENDENT ON THE ACTIONS OF THIRD PARTIES THAT ARE BEYOND THE COMPANY'S CONTROL, AND FOR WHICH THE COMPANY ASSUMES NO LIABILITY. We will have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the System. Some states do not allow the types of disclaimers in this paragraph, so they may not apply to you.

#### Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, OR ITS AFFILIATES, OR THEIR OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS, BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA,

BUSINESS, OR PROFITS) DAMAGES, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT THE COMPANY HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; (B) ANY AMOUNTS IN THE AGGREGATE IN EXCESS OF (I) IF YOU ARE OBTAINING ACCESS TO THE SYSTEM DIRECTLY FROM THE COMPANY, THE AMOUNTS PAID BY YOU FOR YOUR SUBSCRIPTION IN THE TWELVE (12) MONTHS PRECEDING THE DATE THE CLAIM AROSE OR (II) IF YOU ARE OBTAINING ACCESS TO THE SYSTEM FROM OR THROUGH A COMPANY PARTNER, THE AMOUNTS PAID BY SUCH COMPANY PARTNER FOR YOUR SUBSCRIPTION IN THE TWELVE (12) MONTHS PRECEDING THE DATE THE CLAIM AROSE. Some states do not allow the types of limitations in this paragraph, so they may not apply to you.

#### Term and Termination

You may stop using the System at any time in accordance with the terms of your subscription. In the event that you fail to comply with this TOS, the Company may, in our discretion, suspend or terminate your use of the System (or any component thereof). We will try to contact you or your Company Partner, if applicable, to warn you prior to suspension or termination of your subscription. All of your data on the System (if any) may be permanently deleted by the Company upon any termination of your account. Sections titled "License Restrictions," "Ownership of the System and Company Trademarks," "Data," "Limited Warranty," "Limitation of Liability," "Indemnification," and "Miscellaneous" will survive termination of this TOS.

#### Indemnification

You agree to indemnify, defend, and hold harmless the Company and its licensors and providers and their respective affiliates, officers, directors, and agents, from and against any claim, cost, or liability, including without limitation reasonable attorneys' fees, arising out of or relating to: (a) any electronic records you create, transmit, or display in connection with your use of the System; (b) any breach by you of this TOS; (c) any unlicensed use of the System; and (d) the negligence or willful misconduct of you or any other person in your organization in using the System.

#### Export Controls

You shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), or other United States or foreign agency or authority, and you shall not export, or allow the export or re-export of the System in violation of any such restrictions, laws or regulations. By accessing or using the System, you agree to the foregoing and represent and warrant that you and the organization you represent are not located in, under the control of, or a national or resident of any restricted country.

#### Miscellaneous

THIS TOS WILL BE GOVERNED BY IDAHO LAW EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES. ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE OR SYSTEM MUST BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF IDAHO, AND BOTH PARTIES CONSENT TO VENUE AND PERSONAL JURISDICTION THERE. This TOS create no third-party beneficiary rights (other than indemnified third parties hereunder). Any failure of any party to immediately enforce a provision is not an express or implied waiver of its right to do so later. If a provision is found unenforceable the remaining provisions of the TOS will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights in these Terms, and any such attempt is void, but we may assign our rights to any of our affiliates or subsidiaries, or to any successor in interest of any business associated with the System. The Company and you are not legal partners or agents; instead, our relationship is that of independent contractors. All questions concerning this TOS may be directed to: Kno2 LLC, 404 South 8<sup>th</sup> Street, Suite 250, Boise, ID 83702, Attention: General Counsel.

#### **Business Associate Addendum**

The following terms used in this Business Associate Addendum (the "BAA") shall have the same meaning as those terms in the HIPAA Rules (based upon the meaning of the term in 45 CFR 160.164): Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, PHI, Required By Law, Secretary, Security Incident, Subcontractor, and Use.

The Company is designated as a Business Associate (based upon the meaning of the term in 45 CFR 160.103) and you are a Covered Entity (based upon the meaning of the term in 45 CFR 160.103).

The Company agrees to:

- a) Not use or disclose PHI other than as permitted or required by the TOS or as required by law;

- b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the TOS;
- c) Report to Covered Entity any use or disclosure of PHI not provided for by the TOS of which it becomes aware, including breaches of Unsecured PHI as required at 45 CFR 164.410, and any Security Incident of which it becomes aware;
- d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- e) Ensure that within the System the historical information required to provide an accounting of disclosures is available to the Covered Entity to satisfy Covered Entity's obligations under 45 CFR 164.528;
- f) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- g) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules

#### Permitted Uses and Disclosures by Business Associate

- a) Business Associate may only use or disclose PHI in conjunction with the Covered Entity's use of the System's functionality and as necessary to perform the services set forth in the TOS.
- b) Business Associate may use or disclose PHI as Required By Law.
- c) Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures, as such policies and procedures are communicated to Business Associate in writing.
- d) Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity

#### Termination

- a) Term. This BAA shall become effective upon your acceptance of the TOS and shall remain in effect as long as the TOS is in effect, unless earlier terminated as set forth below.
- b) Termination for Cause. Business Associate authorizes termination of this TOS by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the BAA and Business Associate has not cured the breach or ended the violation within thirty (30) days after receiving written notice from the Covered Entity of such violation.
- c) Obligations of Business Associate Upon Termination. Upon termination of this BAA, the TOS shall immediately terminate. Further, upon termination of this TOS for any reason, Business Associate shall destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still holds in behalf of the Covered Entity, in any form. Business Associate shall retain no copies of the PHI post termination.

#### Miscellaneous

- a) The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- b) Any ambiguity in this TOS shall be interpreted to permit compliance with the HIPAA Rules.

#### Cloud Fax Services Terms:

If you elect to use any cloud fax services made available by Kno2 in connection with the System (whether such cloud fax services are provided by the Company or any third party, the "Cloud Fax Services"), the following terms apply to your use of the Cloud Fax Services, and will survive any termination of this TOS (excluding the Section titled 'Cloud Fax Services' below).

Cloud Fax Services. Cloud Fax Services will begin on the date they are provisioned by the Company to you (the "Cloud Fax Services Commencement Date"). The Cloud Fax Services shall be provided to you in accordance with your instructions that are properly formatted and transmitted by you in accordance with the Company's then current published documentation. The Cloud Fax Services shall commence upon the Cloud Fax Services Commencement Date and continue for so long as this TOS is in effect.

Payment Terms. You will be billed exclusively by the Company per the Kno2's Fax Services Billing Terms (the "Billing Terms Agreement") to be executed by the parties and agree to pay for the Cloud Fax Services each period in accordance with such Billing Terms Agreement. Charges for the use of the Cloud Fax Services are processed through the Company and billed directly to you per the Billing Terms Agreement. You must notify the Company of any charge disputed in good faith, with supporting documentation, per the Billing Terms Agreement, or you will be deemed to agree to such charges and no adjustments to charges or invoices will be made. If past-due amounts remain outstanding for a period of thirty (30) days beyond the due date, the Company reserves the unilateral right to suspend or terminate the Cloud Fax Service until such undisputed past-due amounts are satisfied. You shall pay any collection costs, including reasonable attorney's fees, and other expenses incurred by the Company to collect any such sums. All charges will be exclusive of sales or other taxes, except as required by law.

Your Legal Compliance Obligations. You acknowledge that the Company has no control over the content of information provided by you or any of your users and transmitted through the Cloud Fax Services and that the Company does not examine the use to which you or any of your users puts the Cloud Fax Services or the nature of the information you or any of your users send or receive. You and your users must not transmit content through use of the Cloud Fax Services that infringes any third party's intellectual property rights or that is unlawful, threatening, abusive, harassing, libelous, deceptive, fraudulent, invasive of another's privacy, vulgar, obscene or otherwise contains objectionable material of any kind or nature. You are responsible for ensuring and maintaining the confidentiality of, and shall not transfer sell or assign, access numbers, passwords and user names provided by the Company. It is your sole responsibility to ensure that the Cloud Fax Services are used in accordance with all applicable local, state/provincial, federal and foreign laws and regulations, the HITECH Act, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including but not limited to, laws and regulations pertaining to telemarketing, facsimile advertising, commercial e-mail, personal data privacy and export control. Breach of this section is grounds for immediate suspension by the Company of Cloud Fax Services and termination of this TOS. Compliance with this Section requires, among other things, that all messages sent utilizing the Cloud Fax Services, in whatever medium, contain the valid name and required contact information for you and your user, and that you and your users shall comply promptly with any "do not call" or "do not send" request. You further acknowledge, and notwithstanding confidentiality provisions herein, that the Company may disclose usage information about use of Cloud Fax Services to satisfy any law, regulation, government agency request, court order, search warrant, subpoena or other legal process, including but not limited to the Company's requirement to comply with the laws and statutes of HIPAA and the HITECH Act.

You specifically warrant to the Company: (i) that you will undertake all required actions necessary to comply with applicable federal, state/provincial or foreign "Do Not Call" and telemarketing registration statutes and regulations and (ii) the Cloud Fax Services will not be used in a manner which results in a violation of any applicable laws or regulations with respect to such Cloud Fax Services. Where the Company provides assigned telephone and/or facsimile numbers for processing opt-out requests, such numbers and any associated automated functions are provided merely as an administrative convenience to you and that the processing of such opt-out requests is your responsibility. The Company disclaims all responsibility for and authority over, the receipt and processing of any opt-out requests.

In addition to the other indemnification obligations set forth in this TOS, you agree to indemnify, defend, and hold harmless the Company and its licensors, suppliers and providers and their respective affiliates, officers, directors, and agents, from and against any claim, cost, or liability, including without limitation reasonable attorneys' fees, arising out of or relating to: (a) any use of the Cloud Fax Services; or (b) violation of or alleged violation of any applicable laws or regulations with respect to the Cloud Fax Services, or any claims that your use of the Cloud Fax Services infringed or violated the rights of any third party (including those claims relating to the content transmitted through the Cloud Fax Services through your account or the Company's use of distribution lists on behalf of you or any person or entity accessing the Cloud Fax Services through your account), claims relating to the transmission of unsolicited documents, or the attempted transmission of a document to a residence telephone or for any errors in data or distribution information provided by you or any person or entity accessing the Cloud Fax Services through your account.

Disclaimers. In addition to the disclaimers and limitations of liability set forth in this TOS (each of which apply to the Cloud Fax Services), the Company makes the following disclaimers.

THE CLOUD FAX SERVICES RELY ON THE INTEROPERABILITY OF THE CLOUD FAX SERVICES WITH THE NETWORKS OF THIRD PARTIES, PUBLIC SWITCHED TELEPHONY NETWORKS, INTERNET ACCESS PROVIDERS, INTERNATIONAL SATELLITE SERVICES AND OTHER COMMUNICATIONS FACILITIES AND CAPABILITIES MAINTAINED BY PERSONS OUTSIDE OF THE COMPANY'S CONTROL. THE COMPANY CANNOT GUARANTEE THAT THE CLOUD FAX SERVICES WILL BE AVAILABLE AT ALL TIMES, THAT THE CLOUD FAX SERVICES WILL BE FREE FROM ERRORS, THAT ITS NETWORKS WILL BE COMPLETELY

SECURE, OR THAT THE CLOUD FAX SERVICES WILL BE FIT FOR THE PURPOSE INTENDED BY CUSTOMER. THE COMPANY SHALL HAVE NO OBLIGATION, HOWEVER, IN RESPECT OF ANY INTERRUPTION OR DEFECTS IN THE CLOUD FAX SERVICES (I) CAUSED BY FACTORS OUTSIDE OF THE COMPANY'S REASONABLE CONTROL; (II) THAT RESULTED FROM ANY ACTIONS OR INACTIONS OF CUSTOMER OR THEIR USERS OR ANY OTHER THIRD PARTIES; OR (III) THAT RESULTED FROM ANY EQUIPMENT NOT WITHIN THE SOLE CONTROL OF THE COMPANY.

ALL CLOUD FAX SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THE COMPANY SHALL NOT HAVE ANY LIABILITY TO ANY PARTY, INCLUDING BUT NOT LIMITED TO YOU, FOR THE CONTENT OF INFORMATION TRANSMITTED THROUGH THE CLOUD FAX SERVICES. THE COMPANY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, RELATING TO THE CLOUD FAX SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT REGARDING THE CLOUD FAX SERVICES. WITHOUT LIMITING THE FOREGOING, THE COMPANY MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE CLOUD FAX SERVICES, AND ANY MATERIAL, AND/OR DATA DOWNLOADED, UPLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE CLOUD FAX SERVICES IS AT CUSTOMER AND THE USER'S OWN DISCRETION AND RISK. THE COMPANY ALSO DOES NOT MAKE ANY WARRANTY OR GUARANTEE FOR ANY PRODUCTS OR SERVICES PROVIDED BY VENDORS SUGGESTED BY THE COMPANY. THE COMPANY'S TOTAL LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING TO THE CLOUD FAX SERVICE, REGARDLESS OF THE FORM OF ACTION, IS LIMITED TO AN AMOUNT EQUIVALENT TO THE CHARGES (CALCULATED ON A PRO-RATED BASIS FOR ADVANCED PAYMENTS OF ALL CHARGES) PAID BY YOU TO THE COMPANY FOR THE CLOUD FAX SERVICE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE OF EVENT, ACT OR OMISSION GIVING RISE TO THE LIABILITY.

Unsolicited Fax Advertisement Policy. The transmission of unsolicited fax advertisements is regulated in the United States under the Federal Telephone Consumer Protection Act and is also regulated under the laws of a number of other countries, states and provinces. Distribution of unsolicited fax advertisements through the Cloud Fax Services is prohibited. The Company understands that receipt of such faxes can impair your use of the Cloud Fax Services. Accordingly, the Company may develop means to prevent the distribution and receipt of unsolicited fax advertisements to our customers. At the Company's option and without further notice, the Company may use technologies and procedures, such as filters, that may terminate such unsolicited fax advertisements without delivering them.

#### **Carequality® Connection:**

If you elect to use the Company's Carequality Connection capability, in addition to the other obligations set forth in this TOS the following terms apply and will survive any termination of this TOS. You represent and warrant that you have clicked on the Carequality Connection Terms and Dispute Resolution Process links below (collectively "Carequality Terms") and have reviewed and agree to be bound to the terms in such Carequality Terms.

#### **Carequality® Connection Terms**

<https://carequality.org/wp-content/uploads/2019/08/Carequality-Connected-Agreement-Exhibit-1-8.2019.pdf>

#### **Dispute Resolution Process**

<https://s3.amazonaws.com/ceq-project/wp-content/uploads/2018/09/30163029/Carequality-Dispute-Resolution-Process-Approved-11-5-2015.pdf>